

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 25	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-D-0069		3. Effective Date 2004FEB20		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADBA BRUCE W. RALEIGH (586)574-7332 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: RALEIGHB@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD C PAS NONE ADP PT HQ0339		Code S1403A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CATERPILLAR INC. DEFENSE & FEDERAL PRODUCTS 100 N E ADAMS PEORIA, IL. 61602-1324 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
Code 11083 Facility Code				9. Discount For Prompt Payment			
11. Ship To/Mark For SEE SCHEDULE				12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Item 12	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)				14. Accounting And Appropriation Data			
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				KIND OF CONTRACT: Service Contracts			
Contract Expiration Date: 2007FEB23				15G. Total Amount Of Contract		\$0.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	25
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	12		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	13		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	14		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	15				
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer J. CHECK-SANCHEZ CHECKSAJ@TACOM.ARMY.MIL (810)574-8283			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004FEB20	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION
The Contractor's Subcontracting plan for Jan 01, 2004 through Dec 31, 2004 is hereby incorporated by reference.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: CATERPILLAR INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>THIS IS A THREE (3) YEAR REQUIREMENTS CONTRACT FOR THE RESET PROGRAM. EACH SPECIFIC VEHICLE WILL BE CALLED OUT IN EACH CLIN, I.E. 0011, 0012, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>(End of narrative A001)</p> <p>CORE EFFORT (FFP) IAW par. C.3 \$5,076.00 First 3 vehciels of each configuration. See RENEGOTIATION CLAUSE H-14</p> <p>(End of narrative B001)</p>				
0012	<p><u>SERVICES LINE ITEM</u></p>				

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Name of Offeror or Contractor: CATERPILLAR INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>SECURITY CLASS: Unclassified</p> <p>THIS IS A THREE (3) YEAR REQUIREMENTS CONTRACT FOR THE RESET PROGRAM. EACH SPECIFIC VEHICLE WILL BE CALLED OUT IN EACH CLIN, I.E. 0011, 0012, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>(End of narrative A001)</p> <p>AWE COST RATE</p> <p>AWE (CPFF): IAW par C.4</p> <p>ESTIMATED COSTS:</p> <table><tr><td>(Fee Purpose)</td><td>\$22,398.00</td></tr><tr><td>OEM ESTIMATE</td><td></td></tr><tr><td>(No Fee)</td><td>20,204.00</td></tr></table> <p>FEE 2,016.00</p> <p>AWE UNIT PRICE \$44,618.00</p> <p>SEE CONTRACTOR APPROVAL REQUIEMENT - CLAUSE H-13</p>	(Fee Purpose)	\$22,398.00	OEM ESTIMATE		(No Fee)	20,204.00				
(Fee Purpose)	\$22,398.00										
OEM ESTIMATE											
(No Fee)	20,204.00										

Name of Offeror or Contractor: CATERPILLAR INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				

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B-1. ITEMS/REQUIREMENT. The following Caterpillar Equipment is currently deployed and in service that may become RESET candidates under this contract:

25 each	Type III Vibratory Rollers	Yearly Target quantity 1st year - 9 each	2nd year - 8 each	3rd year - 8 each
10 each	Type II Vibratory Rollers	Yearly Target quantity 1st year 4 - each	2nd year - 3 each	3rd year - 3 each
25 each	Deployable Universal Combat Earthmover (DEUCE)	Yearly Target quantity - 1st year - 9 each	2nd year - 8 each	3rd year - 8 each
37 each	High Speed Compactors	Yearly Target quantity - 1st year - 13 each	2nd year - 12 each	3rd year - 12 each
240 each	D7 Bulldozers	Yearly Target quantity 1st year - 80 each	- 2nd year - 80 each	- 3rd year - 80 each
118 each	621B Scrapers	Yearly Target quantity - 1st year - 40 each	- 2nd year - 39 each	- 3rd year - 39 each
25 each	534B Dual Steel Wheeled Rollers (DSWR)	Yearly Target quantity - 1st year - 9 each	2nd year - 8 each	3rd year - 8 each
25 each	Rough Terrain Container Handler (RTCH)	Yearly Target quantity - 1st year - 9 each	2nd year - 8 each	3rd year - 8 each
123 each	130G Motor Graders	Yearly Target quantity - 1st year - 41 each	2nd year - 41 each	3rd year - 41 each
15 each	613B Scrapers	Yearly Target quantity - 1st year - 5 each	2nd year - 5 each	3rd year - 5 each
5 each	D5B Loader	Yearly Target quantity - 1st year - 2 each	2nd year - 2 each	3rd year - 1 each
10 each	950B Loader	Yearly Target quantity - 1st year - 4 each	2nd year - 3 each	3rd year - 3 each

Total Number of Vehicles: 659

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*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

For

Reset of the US Armys Fleet of Caterpillar CE/MHE

C.1 The following scope of work pertains to Army Material Commands (AMCs) RESET (inspection, maintenance and repair as necessary) program for the Armys fleet of construction equipment and material handling equipment. Included are two portions of work effort, as reflected in CLINs 0011 and 0012 of Section B, that consist of fixed-priced effort, and cost-plus-fixed-fee effort, respectively. The requirements for these discreet portions of the work are set forth in paragraphs C.3 and C.4., below.

C.1.1 The vehicles to be processed through the RESET program are as follows:

- D5B Track-Type Tractor
- D7F Track-Type Tractor
- D7G Track-Type Tractor
- 621B Tractor/Scraper
- 130G Motor Grader
- 988B Rough Terrain Material Handler
- 950B Wheel Loader
- 613B Tractor/Water Distributor
- 613B Tractor/Scraper
- DEUCE Earthmover
- CS-433C Compactor
- CS-563D Compactor
- CB-534B Roller
- 815F Compactor

C.1.2 Requirements and procedures of following documents are applicable to both the core and AWE portions of this scope of work:

C.1.2.1 The Army technical manuals below, specified by vehicle configuration, located on CD ROM as Attachment 006:

UNIQUE TMs: Government

D5B	950B	815F	D7F	DEUCE
TM 5-2410-236-10	TM 5-3805-258-10	TM5-3805-380-10	TM 5-2410-233-10	TM 5-2430-200-10
TM 5-2410-236-24	TM 5-3805-258-24-1	TM 5-3805-380-24	TM 5-2410-233-20	TM 5-2430-200-24
TM 5-2410-236-24P	TM 5-3805-258-24-2	TM 5-3805-380-24P	TM 5-2410-233-24P	TM 5-2430-200-24P
			TM 5-2410-233-34	
D7G	CS-433C	621B	CS563D	613B Scraper
TM 5-2410-237-10	TM 5-3895-382-10	TM 5-3805-248-14&P-1	TM 5-3895-383-10	TM 5-3805-260-10
TM 5-2410-237-20	TM 5-3895-382-24	TM 5-3805-248-14&P-2	TM 5-3895-383-24	TM 5-3805-260-24
TM 5-2410-237-24P	TM 5-3895-382-24P	TM 5-3805-248-14&P-3	TM 5-3895-383-24P	TM 5-3805-260-24P
TM 5-2410-237-34		TM 5-3805-248-14&P-4		
130G	613B Water Dist.	988B RTCH	CB-534B	
TM 5-3805-261-10	TM 5-3825-226-10	TM 10-3930-675-10	TM 5-3895-379-10	
TM 5-3805-261-20	TM 5-3825-226-24	TM 10-3930-675-20-1	TM 5-3895-379-20	
TM 5-3805-261-24P	TM 5-3825-226-24P	TM 10-3930-675-20-2	TM 5-3895-379-34	
TM 5-3805-261-34		TM 10-3930-675-24P	TM 5-3895-379-24P10	
		TM 10-3930-675-34		

C.1.2.2 TACOMs Delayed Desert Damage Special Maintenance Procedures for Tactical, Combat, and Special Purpose Equipment, TB 43-0221-2, located at Attachment 001.

C.1.2.2 The contractors 2000-Hour Preventive Maintenance Service Description, by RESET Model, located at Attachment 002.

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C.1.2.3 The contractors Mandatory Technical Analysis (also referred to as TA2), located at attachment 004, specifying all inspections required for RESET vehicles;

C.1.2.4 The contractors Mandatory Repair Parts List by Model, located at Attachment 003, specifying all parts that must be replaced as part of the core effort under the contract; and

C.1.2.5 The contractors parts and service book references for each RESET vehicle model, appearing at Attachment 005.

C.1.3 It is understood by the contractor that, although no order of precedence is established in this instrument for the documents enumerated in C.1.2 above, all vehicles, upon redelivery, must be fully mission capable. Fully mission capable is defined as meeting all standards and requirements of each vehicles respective Army technical manual. It is further understood by the contractor that each vehicle, upon redelivery, shall meet the collective requirements, standards, and procedures of all the documents set forth at Attachments A001 through A006 of this contract.

C.2 RESET PROCESS

C.2.1 The Government will identify vehicles to be inducted into the RESET program by issuing one or more delivery orders. The vehicles will be provided the contractor on an as is basis; some may not be capable of being driven. The government will inform the contractor of any vehicles that are so inoperable within 10 days of the date an order is issued.

C.2.2 Within ten days of receiving a delivery order, the contractor shall contact the government in order to fix the exact time of vehicle pick up. In no event shall the contractor shall pick up vehicles at designated government sites later than 30 days after receipt of order, unless the parties agree otherwise. The contractor shall make all arrangements related to loading and transporting vehicles, including vehicle operation and any disassembly that may be required.

C.2.3 The contractor may perform its work at the designated dealers facilites (Holt of Texas, Wayne Supply, Gregory Poole, Wagner, Blanchard and Yancy) unless otherwise mutually agreed and within its authorized service network. A designated dealer facility within 200 miles of point of delivery and return should be used where possible. All inspections of reset vehicles shall be as set forth in Attachment 004.

C.2.4 The delivery schedule for completion of work shall be specified in individual delivery orders, and shall be based on the number of vehicles ordered for service per delivery order. The contractor shall have 15 days from the date of taking delivery of any given vehicle to submit a request for authorization to perform additional work pursuant to provision C.4.1, should the contractor recommend such work that will exceed the estimated price at CLIN 0012. In any event, the contractor shall redeliver the vehicle to the designated unit within 60 days of taking delivery thereof, or within 60 days of receiving authorization from the government to perform additional work, whichever is later.

FIRM FIXED-PRICE EFFORT -

C.3 CORE WORK (CLIN 0011)

C.3.1 The core effort of work hereunder shall consist of all preventive maintenance checks and services prescribed by documents set forth at attachments 001 thru 006, as well as the contractors 2000-Hour PMSD; all inspections set forth at Attachment 004; replacement of parts as specified in Attachment 003; and, contractor responsibilities specified at provision C.2 above, except for actual AWE effort performed in accordance with provision C.4 below.

C.3.2 Upon receipt of the vehicle by the contractor, each vehicle shall be identified by model number and serial number.

C.3.3 Inspections. The contractor shall examine each vehicle using its best available diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in Attachment 004. Each vehicle shall be thoroughly inspected for work that will be required to return that vehicle to its original configuration, in accordance with all the documents set forth at attachments 001 thru 006. All vehicles and assemblies will be disassembled to the extent necessary to determine that components meet the requirements specified in this statement of work.

C.3.4 Mandatory Parts Replacement and Scheduled Oil Sampling. All components and parts shall be replaced in accordance with the parts list at Attachment 003. Only grease, oil, and antifreeze complying with the contractors commercial manuals or practices, as well as applicable military manuals, may be used. Under no circumstances shall the contractor reuse drained fluids or lubricants. The contractor shall perform scheduled oil sampling for the engine, transmission, and main hydraulic system of each vehicle to determine whether additional work effort in accordance with provision C.4 will be required to rectify imminent failures for any infiltrated parts or components.

C.3.5 CARC Paint. C.3.5 CARC Paint. For each RESET vehicle, the contractor shall apply the CARC paint system (i.e. clean, pretreat, prime and topcoat) in accordance with MIL-DTL-53072C. Areas NOT to be CARC painted include: surfaces that reach a temperature

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of 400 degrees F, materials that flex during service such as rubber hoses, and those where paint would interfere with the function of a part or component; such surfaces shall be masked or protected during treatment and painting. A pretreatment is required only for bare metal surfaces. The performance (I-R signature control) of the CARC system requires CARC primer to be used in conjunction with the CARC topcoat. For whole vehicle repaints, use water dispersible CARC, i.e. MIL-DTL-64159 Type II topcoat and a water dispersible CARC primer, e.g. MIL-P-53030; for touch-up or small areas use single component solvent borne CARC. Colors to be used shall be specified in each delivery order

C.3.6 Stamping. Each RESET vehicles Government Data Plate shall be stamped DD (desert damage), along with the date RESET was completed for that vehicle.

C.3.7 Final Inspection. Upon redelivery of vehicles serviced under the contract, the contractor shall certify that the refurbished vehicles conform to all applicable standards and requirements in accordance with the documents set forth at attachments 001 thru 006. This certification shall be submitted to the Defense Contract Management Area Office and to TACOM. The regional DCMA-QAR office will execute the DD250.

C.3.8 Nonrepairable vehicles. The contractor shall not proceed with performance on a given vehicle if inspection reveals that the frame is cracked or bent to such a degree that it must be replaced. In this event, the contractor shall notify the PCO immediately, and the PCO will make a determination whether to proceed with refurbishment of that vehicle. The contracting officer may amend the delivery order, striking that vehicle serial number from the list, and deobligating the funds associated with refurbishment of the vehicle beyond the contractors transportation, disassembly/reassembly, inspection and cleaning costs incurred for that vehicle. At its option, the government may substitute another vehicle from its fleet in place of the nonrepairable vehicle. Disposal instructions will be provided for any vehicle removed from the RESET program.

C.3.9 Condition Assessment Reports. The contractor shall prepare condition assessment reports (CAR) and additional work effort (AWE) reports for each vehicle it inspects in accordance with CDRL A002. The contractor shall submit AWE reports regardless of the level of work it recommends, and without regard to whether work will exceed the estimated cost set forth in CLIN 0012. Each report shall contain, at a minimum:

C.3.9.1 (CAR and AWE) All identifying vehicle information in accordance with commercial practices, including end item serial numbers and system nomenclatures, and a condition summary of each vehicle which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).

C.3.9.2 (CAR only) A general description of the vehicles condition and appearance; engine hours and the mileage meter reading; and, the serial number and condition of the engine to include the condition of the engines components.

C.3.9.3 (AWE only) A list of repairs which are needed for each vehicle, including part numbers and descriptions. The contractor shall include the estimated cost of material, labor, and any overhead and markups to perform the necessary work. The contractor shall price the total effort. The contractor shall segregate the additional recommended repairs by segment area of machine as the example shown below:

Engine
Starting, Charging & Fueling System
Radiator/Cooling Systems
Torque Converter
Transmission
Transfer Case
Steering
Brakes
Axles & Tires
Final Drive
Hydraulic System
Vehicle Frame & Guards
Operator's Compartment
ROPS
Electrical System
Front Mast
Top Handler
Fuel
Miscellaneous
Transportation
Total

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C.3.10 Status Reports. The contractor shall furnish a monthly status report to the government showing the work in progress and a summary of work completed. The report shall include delivery order numbers; vehicle serial numbers; vehicle attachments (if any); military locations; dealers performing the work; labor rates; actual pick up dates; AWE approved amounts and dates of approval; dates inspector notified; actual completion dates; inspection completion dates; vehicle return dates; core invoice amounts; core invoice dates; AWE invoice amounts; AWE invoice dates; and, invoice totals. The contractor shall provide the report in accordance with CDRL A001.

C.3.11 Retention and Disposal of Parts. For a period of 30 days after redelivery to the government of vehicles under the contract, the contractor shall keep on hand all parts removed from serviced vehicles. During that time, the contractor shall permit the government, upon its request, to examine or take possession of any such parts. After that period, the contractor shall dispose of any remaining parts in accordance with all applicable federal, state, and local laws and regulations.

C.3.12 Warranty. Participating Contractors dealers will offer their standard commercial work guarantee - 6 months on parts and labor for work performed as a RESET effort as long as the vehicles remain within the performing dealers area. The local military unit is responsible for any travel and mileage incurred by the contractors dealers when the service call results in a repair that was not part of the RESET effort.

C.3.13 Project Management. The contractor shall establish and maintain management of this program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, and control the program, such that the objectives and requirements of this statement of work are accomplished.

C.3.14 Integrated Process Team. A joint contractor/government IPT shall be established to serve as the primary management vehicle for monitoring the status of the vehicles under this contract. All functional areas shall be included on the IPT, with sub-IPTs as may be appropriate. The overall management IPT shall serve to coordinate and monitor schedule and performance, and to direct sub-IPTs. The management IPT shall ensure compliance with all regulatory and contractual requirements, but no changes to the contract are authorized without the written approval of the contracting officer. The IPT will meet initially 30 days after award of the first delivery order, and thence afterward as mutually agreed by the parties.

C.3.15 Start-of-Work Meeting. The contractor shall host a start-of-work meeting within 30 days of the first delivery order issued hereunder, as a facility to be specified in the order. The contractor shall invite, at a minimum, the contracting officer, contract specialist, and administrative contracting officer. The contractor shall give these individuals at least 14 days notice, preferably by email, of the time, date, and location of the start-of-work meeting.

COST PLUS FIXED FEE EFFORT

C.4 ADDITIONAL WORK EFFORT (AWE) (CLIN 0012)

C.4.1 In recognition of the fact that all repairs necessary to repair and rework vehicles as required under this contract cannot be determined prior to delivery of vehicles to the contractor, CLIN 0012 has been established to allow for work beyond what is specified in provision C.3 hereunder, but what is required to bring vehicles up to standards and requirements with documents set forth at Attachments 001 thru 006 of this contract. The estimated cost for AWE is set forth in the CLIN, and work beyond that amount may not be performed by the contractor except as specifically authorized by the contracting officer pursuant to the terms of Special Provision H.13. Unauthorized work shall be at the contractors expense. Transportation of RESET vehicles to and from designated CONUS sites is the contractor's responsibility.

C.4.2 AWE shall be performed at the same time as the core effort, or at such time as the contractor finds that this work is most efficiently integrated into its regular work processes. In no event, however, shall performance of AWE exceed delivery limitations expressed elsewhere herein. As set forth at provision C.3.5.3 above, all work to be performed shall be described in the AWE report required by provision C.3.5 and CDRL A002.

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: CATERPILLAR INC.

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-7	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: -1-
e-mail: -2-

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: -3-
e-mail: -4-

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-3	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-4	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-5	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-6	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 1094 days after award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-7	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$50,000.00.
- (2) Any order for a combination of items in excess of \$1,000,000.00.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-8	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 after contract ends.

[End of Clause]

H-9	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
	(TACOM)		

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's

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acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-10	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	FEB/2004
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

- (c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

(d) When the final DD 250 has been submitted, the contractor shall send a letter, with a copy of the DD250, indicating that the last DD 250 has been submitted and transmit it to the Government using one of the following methods:

- (1) Our first preference is for you to send the letter to the DD250 mailbox at DD250@tacom.army.mil AND the Contract Specialist's email (located on the first page of your contract in block 5).

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 874-7552 and use DD250 mailbox and Contract Specialists name in the to: block of your fax cover or header sheet.

[End of Clause]

H-13 ESTIMATED COST AND APPROVAL - CONTRACTOR REQUIRED APPROVAL AUTHORITY -

As set forth in CLIN 0012 of Section B, the contractor is authorized to perform additional work effort at an estimated cost of \$44,618.00, inclusive of fee, for each of the first three vehicles of each configuration specified at C.1.1. herein. Accordingly, for any work beyond that amount, the contractor must submit a request for approval of the same to the PCO. The Contracting Officer shall determine if the AWE is reasonable and acceptable and shall either approve or disapprove the request within 20 working days of receiving the request from the contractor. Contractor performance of any AWE over the amount specified in CLIN 0012 without specific approval of the contracting officer shall be at the contractor's expense.

*** END OF NARRATIVE H 001 ***

H-14 RENEGOTIATION: The prices set forth in section B of this contract are only for the first 3 vehicles of each configuration as set forth at B-1 of this contract. The Government will renegotiate both the CORE and AWE portion of this contract for the remaining vehicles no later than 45 days after completion of the three vehicles of each configuration. If an agreement is not reached after 45 days from the completion of the 3rd vehicle.

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*** END OF NARRATIVE H 002 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.216-8	FIXED FEE	MAR/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-28	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-29	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-32	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-33	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-34	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-35	52.232-1	PAYMENTS	APR/1984
I-36	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-37	52.232-11	EXTRAS	APR/1984
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-20	LIMITATION OF COST	APR/1984
I-40	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-41	52.232-25	PROMPT PAYMENT	OCT/2003
I-42	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-43	52.233-1	DISPUTES	JUL/2002
I-44	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-45	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-46	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-47	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-48	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-1	CHANGES--FIXED-PRICE	AUG/1987

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I-51	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-52	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-53	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-54	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-55	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-56	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-57	52.248-1	VALUE ENGINEERING	FEB/2000
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.249-14	EXCUSABLE DELAYS	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-65	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-66	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-67	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-68	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-69	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-70	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-71	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-72	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-73	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-74	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-75	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-76	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-77	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-78	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-79	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-80	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	APR/2003
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(a) Definitions. As used in this clause--

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(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-81 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-82 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

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(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-83 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

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(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-84	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001	31-DEC-2003	001	
Exhibit B	CDRL A002	31-DEC-2003	001	
Attachment 001	TACOM DELAYED DESERT DAMAGE TB 43-0221-2	15-FEB-1992		
Attachment 002	2000-HOUR PREVENTIVE MAINTENANCE SERVICE DFDESCRIPTION BY RESET MODEL	21-NOV-2003		
Attachment 003	MANDATORY REPAIR PARTS LIST BY MODEL			
Attachment 004	MANDATORY TECHNICAL ANALYSIS (TA2)			
Attachment 005	RESET SUMMARY		001	
Attachment 006	TECHNICAL MANUALS - CD ROM			